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ATTORNEYS FOR PLAINTIFFS, STARVONA HARRIS,  
JONATHAN STRICKLAND AND THOSE SIMILARLY SITUATED

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

STARVONA HARRIS AND JONATHAN  
STRICKLAND, INDIVIDUALLY AND ON  
BEHALF OF THOSE SIMILARLY SITUATED,

PLAINTIFFS,

V.

BEST BUY STORES, L.P., A LIMITED  
PARTNERSHIP,

DEFENDANT.

CASE No. 4:17-cv-00446 HSG

**PLAINTIFF'S NOTICE OF MOTION  
AND UNOPPOSED MOTION FOR  
APPROVAL OF PAGA SETTLEMENT**

**NO HEARING REQUIRED**

DATE: September 12, 2019

TIME: 2:00 p.m.

CTRM: 2

JUDGE: Hon. Haywood S. Gilliam, Jr.

1 TO DEFENDANT BEST BUY STORES, LP AND ITS ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT on September 12, 2019 at 2:00 p.m., Plaintiff  
3 Starvona Harris (“Harris”) will move the Court, which is located at the Oakland  
4 Courthouse, Courtroom 2, 4<sup>th</sup> Floor, 1301 Clay Street, Oakland, California 94612, for  
5 approval of the Private Attorneys General Act (“PAGA”) settlement reached in this case,  
6 pursuant to California Labor Code § 2699(1)(2) et seq. The Court indicated at an earlier  
7 Case Management Conference that no hearing is required for this motion. In the  
8 unopposed motion, Harris moves for approval of the \$5,000 PAGA settlement to be  
9 distributed to the Labor Workforce Development Agency and potential aggrieved  
10 employees by an administrator pursuant to California Labor Code § 2699(i) and dismissal  
11 with prejudice of all PAGA claims asserted in this action and the PAGA notice.

12 Harris’s unopposed motion for approval of the PAGA settlement reached in this  
13 case should be granted because the settlement is reasonable under the circumstances. In  
14 this case, the Court has already dismissed various PAGA claims and made determinations  
15 relating to class certification that precluded Harris from prosecuting most PAGA claims.  
16 Harris also determined during discovery in this matter that certain PAGA claims had no  
17 merit. As a result, the only PAGA claim that Harris could pursue was the claim that 219  
18 individuals were discharged and not paid all wages at the termination of their  
19 employment under California Labor Code §§ 201, 203. The \$5,000 PAGA settlement  
20 amount represents approximately twenty-five percent (25%) of the maximum PAGA  
21 penalties for the 219 potential aggrieved employees. This percentage is reasonable  
22 considering that Defendant Best Buy Stores, LP had many defenses to their claims and  
23 courts have routinely approved PAGA settlement amounts that represent a much lower  
24 percentage of the maximum PAGA penalties.

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1 This Motion is based upon this Notice of Motion and Motion, Points and  
2 Authorities, the Declaration of Kevin Woodall and all documents filed and entered in this  
3 case and related cases.

4 WOODALL LAW OFFICES  
5 BARNES LAW OFFICES

6 DATE: MAY 14, 2019

7 BY: /S/PAGE BARNES

8 PAGE BARNES  
9 ATTORNEYS FOR PLAINTIFF, STARVONA  
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